

FEB 3 10:59AM



**LONGMONT
COMMUNITY &
NEIGHBORHOOD
RESOURCES**

A Division of Community Services

350 Kimbark Street Longmont,
CO 80501 (303) 651-8444
www.longmontcolorado.gov/enr

2015 Neighborhood Improvement Program Grant Application (Deadline, Wednesday, February 4, 2015)

Neighborhood Group: **GOLDEN PONDS ESTATES** Date: JANUARY 30, 2015

Project Title: **Flood Clean-Up and Landscape Repair**

Project Location: South end of neighborhood - 300 Allen Dr. on the east side of the neighborhood to Platte River Power Authority/Western Power utility poles on the west side

Amount requested: \$6,000 (maximum amount) Grant # _____

NIP Grants applied for or awarded in the last three years:

2012 - Applied for:	Yes	Grant awarded?	No	<u>Amount Awarded? \$0</u>
2013 - Applied for:	Yes	Grant awarded?	No	<u>Amount Awarded? \$0</u>
2014 - Applied for:	Yes	Grant awarded?	Yes	<u>Amount Awarded? \$10,000 *</u>

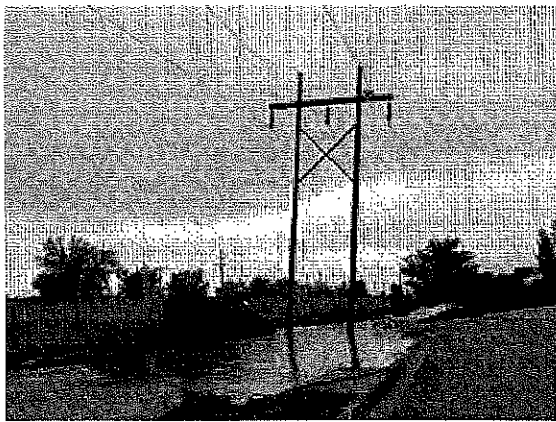
Is your neighborhood a voluntary neighborhood or a HOA: HOA

4. Identify the need or problem your neighborhood has recognized and is prepared to address.

(Value 0 to 4 points), based on, "how compelling is this need" - 0 not compelling, 1 somewhat compelling, 2-compelling, 3 very compelling, 4 extremely compelling.

Golden Ponds Estates (GPE) sustained major damage from the historical flood of 2013. Many homes in the neighborhood experienced extensive damage as did some of the commons area owned by GPE. The retention pond built by the original developer to the City of Longmont's specifications, was not capable of keeping the flooding at bay. The result was extensive devastation to the entire south end of the neighborhood.

The following pictures depict the extensive flooding this neighborhood endured.

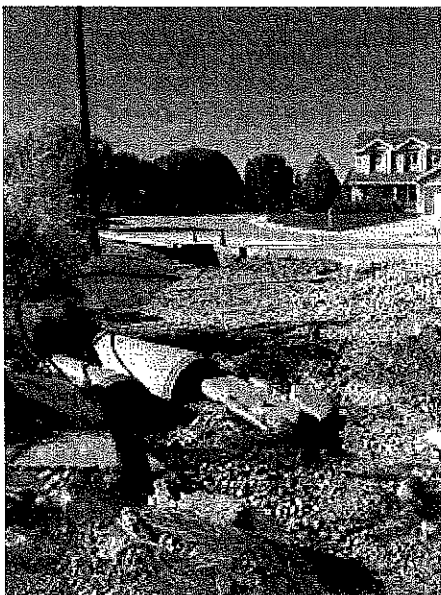


GPE neighborhood is applying for 2015 neighborhood improvement grant funds for the completion of Phase 1 - which extends from 300 Allen Dr. on the east side of the neighborhood to Platte River Power Authority/Western Power utility poles on the west side and the start of Phase 2. The GPE neighborhood was awarded \$10,000 in grant money from the city in 2014 for which most of Phase 1 was completed at the end of 2014. This area was cleared of silt, rocks and debris left from the flood and re-landscaped with xeriscape, hardscape and landscape. There are still some areas of Phase 1 that have not been cleared; most notably the eastern most edge of Phase 1.

Funds will also be directed to the start of the 2nd phase which will focus around on the power poles area - repairing the culvert and the retention pond. The neighborhood is currently working with the city engineer on design and replacement requirements. The last (3rd phase) will extend west from the power poles to behind 625 Teal Circle which will repair washed out utility road and debris in water drainage areas. This area cannot be repaired until phase 2 is resolved.

Although the City of Longmont has generously granted the neighborhood \$10,000 in * 2014 to assist with the repairs, the total estimated cost of all three phases is \$85,000. This expense is too much for the neighborhood of 74 homeowners to absorb without applying for grants such as this.

The follow pictures depict some of the devastation left behind that all three phases will cover.



5. How did you involve your neighborhood in identifying this need or problem?

(Value 0 to 4 points), based on, what level was the neighborhood involved in identifying this need or problem - 0 not involved, 1 somewhat involved, 2- involved, 3 very involved, 4 extremely involved.

A GPE Flood Task Force was set up in early 2014 to assess the damage and propose remedial options for the neighborhood. Due to the extensive damage and cost of repair, the task force has proposed three phases of repair – to extend over the next three years as the GPE homeowners' budget can allow and grant money becomes available.

Golden Ponds Neighborhood is a very active and involved neighborhood. There wasn't one family that wasn't affected by the flood. Every neighbor has been involved in the input and status update of the recovery efforts. Meetings on the repair are held two – three times a year.

6. Describe how the project will provide a solution that is sustainable to the problem stated above. (Value 0 to 4 points), based on, how will this provide a sustainable solution to the need or problem - 0 poor solution, not sustainable, 1 an OK solution, not very sustainable, 2- a good solution, sustainable, 3 very good solution, and sustainable 4 very good solution, and very sustainable.

Prior to the flood, the Phase I area was landscaped with grass and small rock berms with trees and shrubs. The solution is a combination of xeriscape, hardscape and landscape. The result will be an increase in sustainability, with a yearly reduction in water usage and maintenance costs. Phase 2 and 3 was (and will remain) xeriscape and is not maintained with sprinklers.

Phase 3 of the landscape repair includes restoration of a utility road that also serves as a walking trail to the Golden Ponds Nature Area. Citizens from northern adjacent neighborhoods also use this utility road to access this popular area. In its current shape, it is unsafe to use because of the numerous rocks and ruts one has to navigate around.

The neighborhood is working with the city to repair the washed out retention pond so that it can endure an 100-year flood. This is being worked in conjunction with the St Vrain Creek master [100-year flood] plan and another new development area adjacent to the neighborhood.

7. What is the contribution to this project from neighborhood (money/materials/labor)? (Value 0 to 6 points), based on, contribution from the neighborhood- 0 poor contribution, 1 an adequate contribution, 2 a good contribution, 3 very good contribution, 4 excellent contribution, 1 extra point for a non 110A neighborhood, an additional extra point for a non HOA neighborhood that has a contribution of 25% or greater.

While regular maintenance of this area will be handled by GPE's contracted landscape company, Panorama Coordinated Services, the neighborhood does hold a "clean-up day" one Saturday each year whereby about 30 adults devote an entire Saturday to sprucing up the 'commons' area of the neighborhood. The neighbors have already devoted a number of days in 2014 in cleaning up debris and leveling areas due to safety concerns created by the flood. Further, it has been proposed in 2015 to have multiple 'clean-up' days whereby we will post small projects that groups of families can work on an area at a time that is convenient for them. This idea was input from the neighbors at the annual HOA meeting held in November and it had abundant support.

Most neighbors realize that the more labor that can be contributed, the less amount funds have to be raised (albeit by way of grants or special HOA assessments).

8. The NIP Grant is funded by the Public Improvement Fund and must provide a clear public benefit. Describe how will this project benefit the public? (Value 0 to 6 points), based on, how will this provide a clear benefit to the public- 0-1 poor benefit, 2-3 an OK benefit, 4-5 a good benefit, 6-7 very good benefit, 8-10 excellent benefit.

Many citizens do not realize in detail the aftermath of a flood such as this. Not only was there silt, mud and loose rock, but debris of varying sort; i.e. dead fish, garbage, wood, fencing, metal grates, bushes and logs, etc. The neighborhood was ravaged.

The GPE neighborhood does not view this project as 'optional'. Work has already commenced due to the dangerous and deplorable conditions that were left after the flood. Aside from a safety hazard, repairing the area improves the overall value of the neighborhood and the city.

The Golden Ponds neighborhood would like to thank the City of Longmont and the Neighborhood Group Leaders in advance for their consideration for the 2015 grant money.

In response to the comments that were sent to us on the project description, dated December 2, 2014; we have the following replies:

Comment# 1: "It is hard to see the boundaries of the project work area. Please verify that the project area isn't within non-city ROW, such as railroad and other utilities. If it is, the HOA will need to get permission from the entity holding the ROW."

Reply: Phase 1 (work done to-date) is designated as "Common Area" on GPE Country Records 2 (jpeg attached). There was not any ROW access permissions that were needed for this phase of the repair. We do recognize that there is City ROW access permissions that will be needed for Phase 2 and 3 (designated as Sanitary Sewer access on GPE County Record #1 jpeg attached). The electric transmission line easement was already completed as the power company approached us in early 2014 to remove trees that were becoming a hindrance to the overhead lines. Under their direction/approval, these trees were removed in 2014.

Comment# 2: "If any backflow preventers are replaced in the course of this project, then a city building permit for sprinkler system repair is needed."

Reply: The backflow preventers in this section of the neighborhood were not damaged and are in working order. These were checked prior to commencement of work in Phase I and again 2 months later.

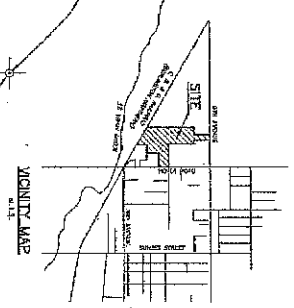
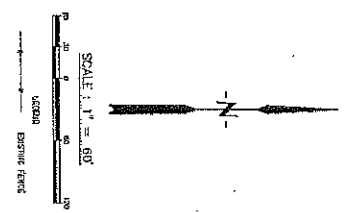
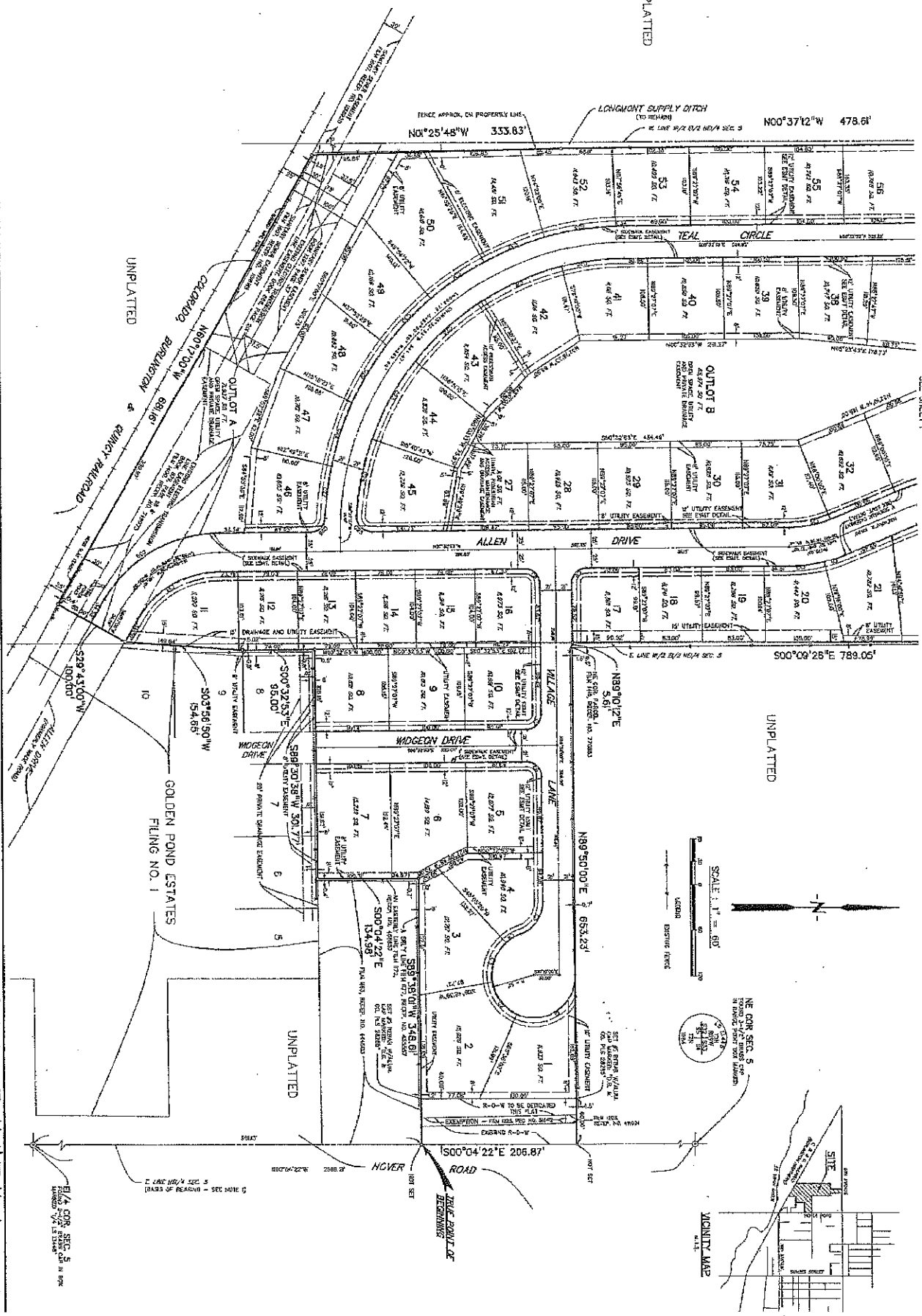
Again, GPE neighborhood would like to thank the city for their consideration in this project. If there are any more questions and information that is needed, we are available to answer them quickly.

Please confirm you are in receipt of this application.

Model Copy

UNPLATTED

GOLDEN POND ESTATES FILING NO. 2
A SUBDIVISION OF A PORTION OF THE NE/4 OF SECTION 5, T2N, R6W OF THE 6TH P.M.,
CITY OF LONGMONT, COUNTY OF BOULDER, STATE OF COLORADO
AREA = 26.143 ACRES, MORE OR LESS
W/MEMORANDUM OF AGREEMENT FOR PUBLIC IMPROVEMENTS
SEE SHEET 1



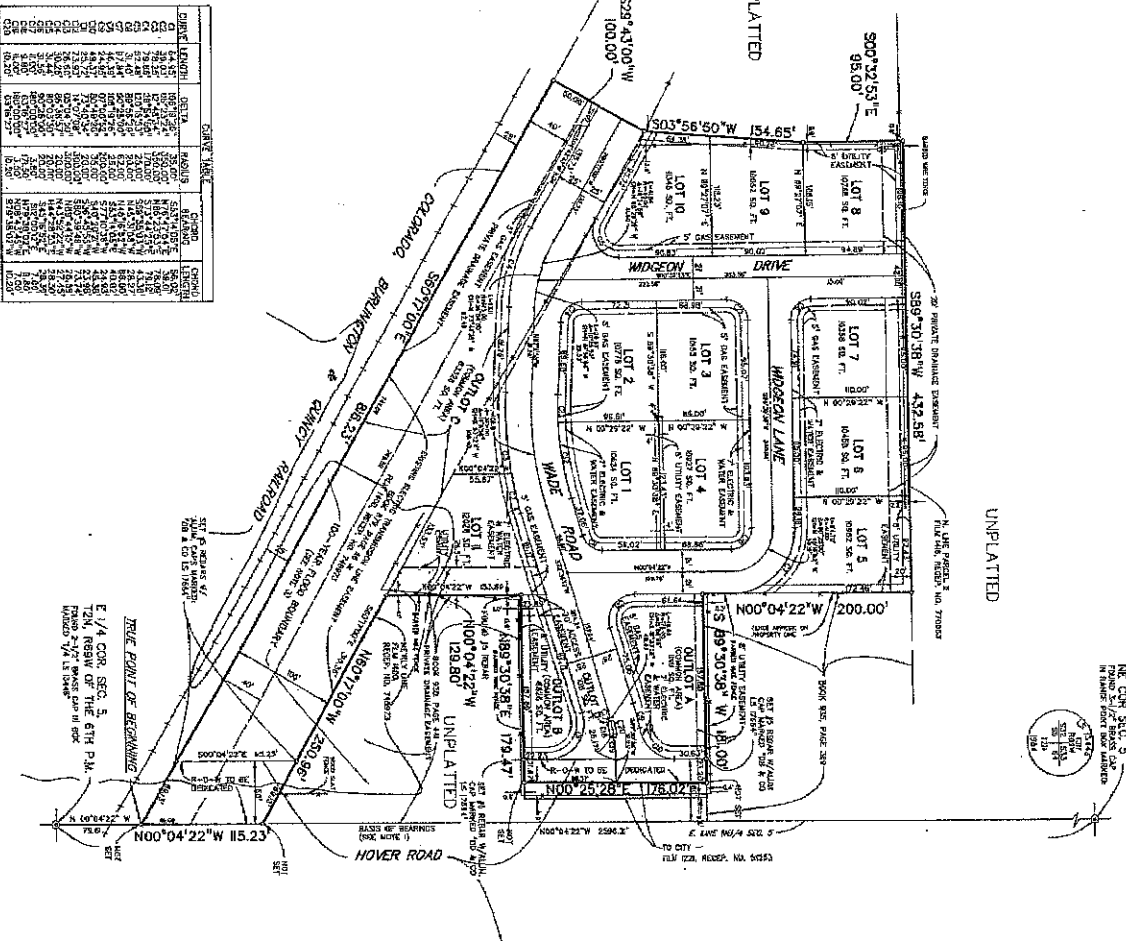
P.37 F-4 #34 (PAGE 20)

SECRET

1967



DATE	LENGTH	DEPTH	NUMBER	REMARKS	DEPTH	NUMBER	REMARKS
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10/10/03	1.55	100	3	1.55	100	3	1.55
10/10/03	1.55	100	4	1.55	100	4	1.55
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10/10/03	1.55	100	6	1.55	100	6	1.55
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10/10/03	1.55	100	68	1.55	100	68	1.55
10/10/03	1.55	100	69	1.55	100	69	1.55
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10/10/03	1.55	100	99	1.55	100	99	1.55
10/10/03	1.55	100	100	1.55	100	100	1.55



UNPLATTED

UNPLATTED

[illegible][illegible][illegible]

QUESTIONS ARE APPROPRIATE AT SHOW AND USE HONEY APPROPRIATE.

Deborah *Albano*

OUR BEST COMPLEMENTATION

PLEASE RETURN CO. 02/08/11

CASPER'S APPROVAL

THE ATTACHED WATER RIGHTS AND/OR NECESSARY EASE PARCELS HAVE BEEN TRANSFERRED TO THE U.S. & FEDERAL GOVERNMENT HAVE BEEN APPROVAL. UTILITY EASEMENTS ARE AVAILABLE AS SHOWN.

W. J. J. J. J.
W. J. J. J. J.
 WATER AND LAND SURVEY

THE PAUL BUCKLEY _____ HAS BEEN APPROVED.
Richard D. Anderson 3-21-94
 DIRECTOR OF PUBLIC WORKS

PLANNING AND ZONING COMMISSION

OFFICE OF PUBLIC AND ENVIRONMENTAL

PROTECTION

STATE OF NEW YORK

DEPARTMENT OF ENVIRONMENTAL CONSERVATION

ADVISORY BOARD ON Pesticides

MEMORANDUM FOR THE RECORD

DATED: 10/1/78

BY: [Signature]

TITLE:

PLANNING DIVISION 2/1/79

ALBANY OFFICE

THIS IS TO CERTIFY THAT A PLAN OF THE ABOVE DISORDERED PARADE WAS SUBMITTED BY THE CITY OF ALBANY TO THE BOARD OF THE CITY OF ALBANY, ON BEHALF OF THE CITY HEAVY INDUSTRIES AND RECEIVED THE SAME.

SEARCHED INDEXED
SERIALIZED FILED
APR 15 1964
FBI - NEW YORK

RECEIVED
JAN 10 1961
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

COUNTY OF BOACON

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT 10:15 A.M. ON THE 2ND DAY OF APRIL, 1944, AND IS RECORDED IN PLAT BOOK NO. _____ PAGE NO. _____

FILED

APR 2 1944

Charlotte, Missouri

2015 Neighborhood Improvement Program

Neighborhood Group: Golden Ponds Estates

Date 9/23/2014

Project Title: Flood Clean-Up and Landscape Repair Phase I

SEP24 11:00

Project Description:

Golden Ponds Estates (GPE) experienced major damage from the historical flood of 2013. Many homes in the neighborhood experienced extensive damage as did some of the commons area owned by GPE. The retention pond engineered by the City of Longmont and purchased by GPE (during the neighborhood development days) was not capable of keeping the flooding at bay. The result was extensive devastation to the entire south end of the neighborhood.

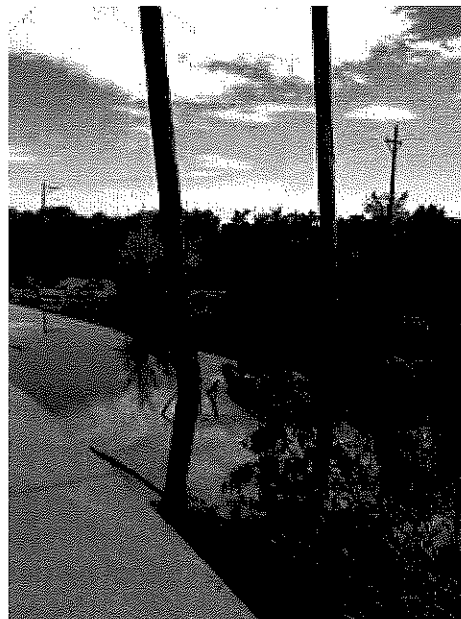
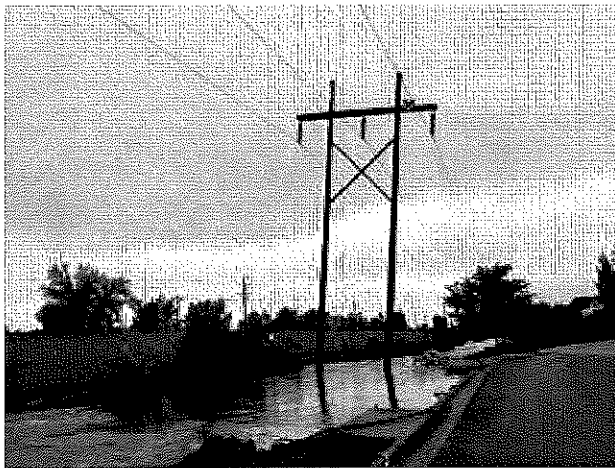
A GPE Flood Task Force was set up in early 2014 to assess the damage and propose remedial options for the neighborhood. Due to the extensive damage and cost of repair, the task force has proposed three phases of repair – to extend over the next three years as the GPE homeowners' budget can allow and grant money becomes available.

GPE Neighborhood is applying for 2015 neighborhood improvement grant funds for Phase 1 - which extends from 300 Allen Dr. on the east side of the neighborhood to Platte River Power Authority/Western Power utility poles on the west side. This area will be cleared of silt, rocks and debris left from the flood and re-landscaped. The following picture depicts this area.

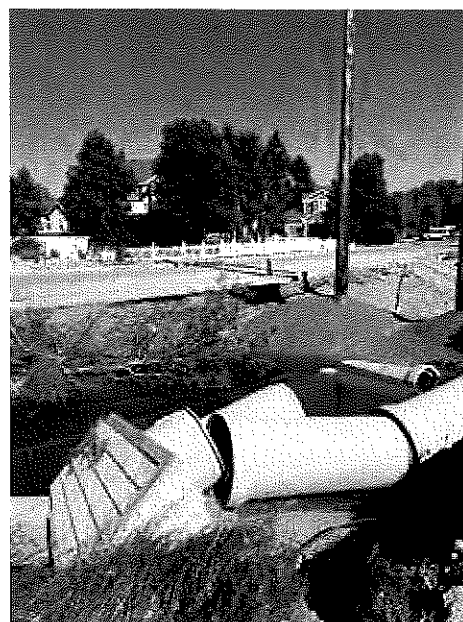
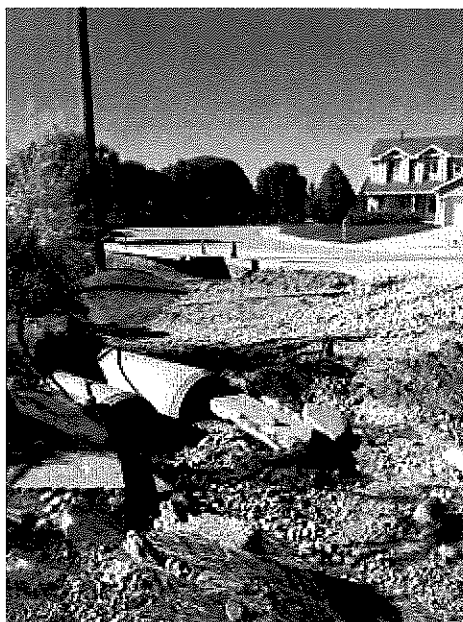


The 2nd phase will focus around on the power poles area – repairing the culvert and the retention pond. The neighborhood is currently working with the city engineer on design and replacement requirements. The last (3rd phase) will extend west from the power poles to behind 625 Teal Circle which will repair washed out utility road and debris in water drainage areas. This area cannot be repaired until phase 2 is resolved.

The follow pictures depict some of the flooding the south end of the neighborhood experienced.



The follow pictures depict the devastation left behind.



As mentioned, this grant application is strictly for Phase 1 - which is approximately 1.5 acres of landscaped area on the south side of the neighborhood. It is a 'common-access' area for the neighborhood and buffers a utility easement, fence and railroad tracks. This area was under four-plus feet of water for several days during the flood of 2013.

This area was previously landscaped with grass and small rock berms with trees and shrubs. The proposed solution is a combination of xeriscape, hardscape and landscape. The result will be slightly less maintenance (mowing and watering) with yearly cost savings in sprinkler-head reduction.

As detailed on the form, the maintenance of this area will be handled by GPE's contracted landscape service company. The current contract is held by Panorama Coordinated Services. The neighborhood does hold a "clean-up day" one Saturday each year whereby about 30 adults devote an entire Saturday to sprucing up the 'commons' area of the neighborhood. A significant amount of work has already been accomplished in 2014 by neighborhood volunteers in cleaning up debris and leveling areas due to safety concerns.

The GPE neighborhood would like to thank the City of Longmont and the Neighborhood Group Leaders in advance for their consideration.



2015
Neighborhood Improvement Program
Project Intent



SEP24 11:01

Neighborhood Group: Golden Ponds Estates Date: 9/19/2014

Due date: **PLEASE COMPLETE AND RETURN THIS FORM BY 5:00 PM ON SEPTEMBER 24, 2014**

Project Title: Golden Ponds Estates Flood clean-up and landscape repair

Project Location: Golden Pond Estates

Amount requested: \$6,000

Project Description: See cover sheet.

Will this project impact, or is any part of it in City parks and/or right-of-way (ROW)? Yes ☐ No ☒

If yes, provide a description of impact and/or placement in City parks or ROW. Please attach a map.

- If no, attach a map showing the location on private property.

Surface work will not impact City park or ROW. Work will not be done over ROW.

Is electricity needed? Yes ☐ No ☒

- If yes describe the electrical components of this project

Is this an irrigation project? Yes ☐ No ☒

A grant requesting any improvements to an irrigation system must have an independent water audit and include audit with the Project Intent. The audit must define a need for conservation and a strategy for how this grant will meet that conservation need.

1. Independent water audit attached? Yes ☐ No ☒ (grant request will not be considered without audit)
2. What is the desired conservation outcome and where is that identified in the audit?
3. How will this project meet those conservation needs?
4. NIP grants cannot be used for maintenance, explain why this is new infrastructure and not maintenance to an existing system.

Grant will be used for new landscape materials. We are repairing an existing sprinkler

system, if needed. Only to the extent that it will be used to water new plants to get established.

Are permits needed for this project? Yes ☐ No ☒

- Describe what permits are needed for this project

Are any other City resources needed? Yes ☐ No ☒

- Describe what additional resources may be needed from the City to complete this grant

Describe the ongoing maintenance that this project requires and provide the plan to support that maintenance. Provide names and addresses of maintenance contacts (attach additional pages if necessary)

Maintenance of landscape, once complete, will be handled by contracted landscape service company. Current contract is held by Panorama.



2015 Neighborhood Improvement Program Budget



Neighborhood Group: Golden Ponds Estates Date: 9/19/2014

Project Title: Golden Pond Estates Flood Clean-up and Landscape Repair

Project Budget

Materials/Vendors/Installation:	Request	Match
<u>See attached 3 bids.</u>	<u>\$ 6,000</u>	<u>\$ 33,029.7</u>
<u> </u>	<u>\$ _____</u>	<u>\$ _____</u>
<u> </u>	<u>\$ _____</u>	<u>\$ _____</u>
Services:		
<u> </u>		
<u> </u> hours @ \$ <u> </u> /hour =	<u>\$ _____</u>	<u>\$ _____</u>
<u> </u>		
<u> </u> hours @ \$ <u> </u> /hour =	<u>\$ _____</u>	<u>\$ _____</u>
City Staff Time needed as determined by PW&NR		
<u> </u> hours @ \$ <u> </u> /hour =	<u>\$ _____</u>	<u>\$ _____</u>
TOTAL	<u>\$ 6,000</u>	<u>\$ 33,029.75</u>
TOTAL PROJECT COST INCLUDING MATCH	<u>\$ 39,029.75</u>	
PERCENT OF TOTAL (Match/Request)	<u>18</u> %	<u>82</u> %

Estimated Annual Maintenance Costs: \$4,000

Project Cost Estimate Developed by: Panorama

(Project approval/City staff sign off, and renewal costs to be calculated by City Staff)

GPE Homeowners have about \$30K of the required matching \$33K needed for Phase 1. In the 2013 budget meeting (Dec 2013) the neighborhood voted to reroute \$8K that was 'reserved' for a gazebo to now be used for flood repair and another \$11K that was in a reserve account (previous years' savings from sprinkler water reduction, etc) to be now earmarked for flood repair. The neighborhood will also be receiving \$1K from power utility company for removing trees (previously identified to be removed due to power line intrusion). The GPE Task Force anticipates a special assessment to the homeowners in 2015 to make up the \$3K gap (approx. \$50/household).

\$10 – 2014 City Grant
\$8 – Gazebo
\$11 – previously reserved
\$1 – utility company
\$30



1235 Boston Ave.
Longmont, CO 80501

303/774-9449

Visit our new website at:
www.mypanorama.com

Estimate

Date	Estimate #
9/12/14	1495

Name / Address	Jobsite	
Golden Ponds HOA PO Box 1405 Longmont, CO 80501	Golden Ponds HOA Hover Street and Allen Drive Longmont, CO 80501	
Description	Cost	Total
FLOOD CLEAN UP AND INSTALL NEW LANDSCAPE		
Demolition of debris and Dump fees	3,100.00	3,100.00
Install Plant Material	7,566.00	7,566.00
#5 - Smooth Sumac - \$34/each x 23 qty. = \$782.00		
#5 - Jackman Potentilla - \$30/each x 28 qty. = \$840.00		
#5 - Karl Forester Feather Reed Grass - \$54/each x 27qty. = \$1,458.00		
#5 - Woods Rose - \$34/each x 25 qty. = \$850.00		
#5 - Russian Sage - \$38/each x 27 qty. = \$1,026.00		
#5 - Peking Cotoneaster - \$30/each x 22 qty. = \$660.00		
#5 - Bailey Dogwood - \$30/each x 20 qty. = \$600.00		
#5 - Sea Green Juniper - \$45/each x 30 qty. = \$1,350.00		
Install 1 1/2" Local River Rock with Fabric - 9,750 sq. ft. @ \$1.30/sq. ft.	12,675.00	12,675.00
Install Blue Grass Seed - 11,600 sq. ft. @ .30/sq. ft.	3,480.00	3,480.00
Soil prep on Seeded area - 11,600 sq. ft. @ .40/sq. ft.	4,640.00	4,640.00
Install Decorative Granite Boulders - 20 ton @ \$225.00/ton	4,500.00	4,500.00
Install Green Rolled Top Edging - 425 linear ft. @ \$2.75 per linear foot	1,168.75	1,168.75
Install Drip Irrigation to New Plant Material	1,900.00	1,900.00
Irrigation to the Seeded area pricing will be dependent on status of existing system @ \$65/hr + parts.		

Please sign and return to indicate acceptance of this estimate.

Signature _____

Note: This estimate is void after 30 days.

Subtotal	\$39,029.75
Sales Tax (8.075%)	\$0.00
Total	\$39,029.75

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Please remember this is an estimate. This total may change due to the fluctuation in material costs and/or any unforeseen circumstances.

Our workers are fully covered by Workman's Compensation Insurance.

Authorization for Extra Work at Flood clean up and new landscape

Property Name	Flood clean up and new landscape	Contact	Chase Walstad
Property Address	Hover Street and Allen Drive Longmont, CO 80503	To	Golden Pond Estates HOA
		Billing Address	Hover Street and Allen Drive Longmont, CO 80503

Project Name Flood clean up and new landscape

Project Description Install new shrubs, rock, breeze, and mulch. Irrigation-T&M Rates

Scope of Work

QTY	UoM/Size	Material/Description
51.00	EACH	GRASS, MAIDEN AND MAIDEN VARIEGATED - 5 gal. Shrub/Perennial Installed
126.00	EACH	GRASS, RED SWITCH - 5 gal. Shrub/Perennial Installed
60.00	EACH	JUNIPER, BUFFALO - 5 gal. Shrub/Perennial Installed
9.00	EACH	MAPLE, AMUR COMPACT - 5 gal. Shrub/Perennial Installed
21,150.00	SQUARE FEET	Filter Fabric Installed
43.00	CUBIC YARD	Red/Rose/Gold/Brown Mulch - CUBIC YARD Mulch Installed
154.00	TON	1-1/2" Local River Rock - TON Rock/Gravel Installed
43.00	BAG	Tan Breeze - TON Rock/Gravel Installed
1,230.00	LINEAR FEET	Green Pro - Edging Installed
15.00	EACH	Freight/Delivery

For internal use only

SO# 448461

JOB# 390900000

Service Line 130

	Subtotal	\$49,654.49
	Sales Tax 0.00%	\$0.00
	Total Installed Price	\$49,654.49

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by ValleyCrest Landscape Maintenance

ValleyCrest Landscape Maintenance, Inc. | 7905 W. 120th Ave, Broomfield, CO 80020 ph. (303) 410-1693 fax (303) 410-1659 | www.valleycrest.com

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the Client/Owner with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the property which is the subject of this agreement, Client/Owner must first obtain the written consent

of Contractor for the assignment of any interest in this agreement to be effective.

13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. We cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by ValleyCrest Landscape Maintenance within fifteen (15) days after billing, ValleyCrest Landscape Maintenance shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

EBC Enterprises, Inc.

Signature

Title

Chase Walstad

November 27, 2013

Printed Name

Date

ValleyCrest Landscape Maintenance

**VCM Account Manager
Enhancements**

Signature

Title

Ryan Patrick Campbell

November 27, 2013

Printed Name

Date

Job #: 390900000

Proposed Price: \$49,654.49

SO # 448461



O: 303.651.1202 office@zachofalltradesllc.com
P.O. Box 1517 | Longmont, CO 80502

Estimate

Project: Golden Ponds Estates

Address: Allen Dr. and Widgeon Dr. Longmont CO
Attn: Chase Walstad
Phone: 303.961.8122
Email: chase.gpe@gmail.com

EST: GP091214L
DATE: 9.16.14

Line	DESCRIPTION	QTY	units	AMOUNT
	HOA Open Space along Allen Drive- Perimeter of project is from Allen drive to the north side of ditch along fence area, from East drainage ditch to the gravel parking area located to the west. Clean up site, prepare for new landscape, renovate irrigation system, install soil prep. for turf area, plantings, mulch, decorative rock mulch and edging.			
1	Site Preparation Demo: Remove existing lawn, rocks and debris for new plantings and turf area. Note: If ZOAT can re-use any rock mulch and sandy soil along fence line/ assess road. This cost can come down in price due to lower deposal fees. Clean out ditch water pan.	21000 1000	sf sf	\$ 18,000.00 \$ 2,000.00
2	Soil Preparation Turf: amend soil with 4 cy per 1000 sf of compost. Till into existing soil. And fine grade smooth in preparation for new lawn.	6000	sf	\$ 4,650.00
3	Plantings Deciduous Shrubs: #5 Evergreen and broadleaf evergreen Shrubs: #5 Ornamental Grasses: #1 Reville Bluegrass http://gardnerturf.com/reville/	52 65 100 6000	ea ea ea sf	\$ 2,615.00 \$ 3,685.00 \$ 2,000.00 \$ 3,800.00
4	Irrigation: Allowances for renovating system Base set up: Hunter controller, main line, control wire and manifold. Turf Areas: Includes the installation of 1" Hunter valves, 1" poly laterals, fittings, and irrigation heads (spray or rotors) Drip: Install valve, pressure reducer wye strainer assembly, drip pipe laterals, drip emitters and tubing.	1 4 2	ea zone zone	\$ 2,000.00 \$ 2,400.00 \$ 2,000.00
5	Mulching Wood Mulch: 3-4" of Basic wood mulch on Weed Barrier. Decorative Rock: Combination of 3/4" and 1 1/2" River rock on weed barrier. Edging: 4" galvanized roll top edging	7500 7500 400	sf sf lf	\$ 8,000.00 \$ 8,890.00 \$ 1,200.00

TOTAL \$59,330.00

Construction Notes

If a plan has been provided as part of this agreement, the dimensions, boundaries, construction tolerances and final construction may vary from that described on the plan. Any alterations shall become an extra charge over and above this estimate. All agreements are contingent upon items beyond our control. Unless otherwise stated engineering, electrical, plumbing, permits, fees and permit coordination are not included and is the responsibility of the Owner. This proposal may be withdrawn if not accepted within 30 days.

Payment Terms

See terms below. Credit card payments are accepted for an additional 3.4% transaction fee.

Zach of All Trades propose to furnish all labor, materials, equipment, and supervision necessary to construct, as an independent contractor, landscape installation work for the as detailed on the attached Estimate Sheet above dated.

Golden Ponds Estates

\$ 59,330.00

Payments to be made as follows:

10% scheduling deposit, 15% deposit due prior to commencement of project, 25% progress payment due at half way point and remaining 50% balance, including any change order balances, due upon substantial completion. Punch list- A written punch list must be provided within 5 days of reasonable completion. Otherwise project is deemed completed to 100% satisfaction and full payment is due.

If not paid when due, the balance shall bear interest at a 5% per month from due date until paid in full. In the event any or the entire amount due under this Agreement is collected by or through an attorney the Purchaser agrees to pay all reasonable This Contract is subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

- 1 This Agreement shall be construed according to the laws of the State of Colorado.
- 2 Zach of All Trades (ZOAT), reserves the right to assign or subcontract any part or all of this Work. The Client/Authorized Purchaser shall communicate to subcontractors ONLY through Zach of All Trades.
- 3 Water and power will be made available by Client/Authorized Purchaser to complete the Work.
- 4 The prices, specifications and conditions stated herein reflect standard construction and horticultural practices. Work is to be completed in a workmanlike manner. Access to the site and storage area for materials will be made available by Client/Authorized Purchaser to complete the work.
- 5 This Agreement is based on the job site being free of debris prior to ZOAT commencing work, unless otherwise noted in the Estimate Sheet outlining the work to be performed. ZOAT shall be responsible for leaving the site clean and free of debris created by this project. Client agrees to hold Zach of All Trades, its agents and representatives free from liabilities arising from delays caused by others.
- 6 ZOAT provides a one time warranty for a period of (1) year, from the date of installation, on materials and workmanship. Negligence or acts of nature (extreme temperatures, high winds, fire, vandalism, damage caused by animals/wildlife, improper watering and neglect) are not covered under the warranty. Plant and construction materials supplied by others, annuals, transplanted materials and plants without an approved watering system are not guaranteed. Materials provided by the Client are excluded from the warranty. Plant material including sod is not warranted if an irrigation system is not in place to properly water material. If payment has not been made in full the warranty is deemed void.
- 7 A change order is any change to the original plans and/or proposal. All change orders need to be authorized in writing by all parties, including costs, prior to commencement of any said change order. Payment for change orders to follow the same guidelines as the original contract.
- 8 ZOAT is not responsible for or the remedy of any unseen conditions. Conditions considered to be unseen are those conditions that are encountered at the construction site which are subsurface or otherwise concealed physical
- 9 Reasonable caution shall be taken to prevent damage to existing pavement/concrete, septic tanks and underground utility lines. ZOATs shall not be responsible for damage to same resulting from the exercise of ordinary care in the execution of the Work.
- 10 All materials shall remain the property of Zach of All Trades until paid for in full by Client/Authorized Purchaser. In the event of non-payment by Client/Authorized Purchaser, ZOAT shall have the right to enter upon the site to retrieve said materials or file a lien against the property in accordance with the laws of the State of Colorado.
- 11 Payments- When ZOAT receives payment for deposit it is understood that the "Client" has read and approved Terms and Conditions.

Accepted:

Client/Authorized Purchaser

Date

Zach Smith, Owner

Date

Zach of All Trades, LLC